



Re: Internship Level One

Dear Vilsi Jain,

We're happy to offer you this internship position with Crosscert and its affiliated companies (the "Company"). Provided below sets forth the terms and conditions of your position with the Company. It is important that you understand clearly both what your benefits are and what the Company expects of you. By signing this letter, you will be accepting this position on the following terms:

- Effective Date. Your work will commence on August 17th, 2021
 (the "Effective Date") and continue through February 16th, 2022. This term can be extended upon mutual agreement.
- <u>Duties.</u> The general job description is to work on an implementation of Al Factory Project. However, other duties may be assigned to you as needed. Your weekly time commitment shall be 20 hrs/week.
 - Compensation. USD 280/month (hourly rate of UDS3.50)
- Internship Benefits. Upon successful completion of this internship, you will qualify to move on to the next level of internship as below:
 - Internship: Level One
 Duration: 6 months
 - Pay: \$3.50/hr.
 - Internship: Level Two
 - Duration: Until graduation
 - Pay: \$4.00/hr
 - Job offers from the U.S. Korea and Germany offices

As an intern, you will not be eligible to participate in Company-sponsored benefits, including health benefits, vacation, sick leave, holidays and other benefits that the Company may offer to similarly situated employees from time to time, provided that your supervisor in his or her sole discretion may permit you to take paid time off.

- 5. Adjustments and Changes in Employment Status. The Company reserves the right to make personnel decisions regarding your internship, including but not limited to decisions regarding any transfers or other changes in duties or assignments, changes in your compensation, changes in benefits and changes in Company policies or procedures.
- Termination. Company may terminate this internship immediately upon written notice to Intern if:
 - Company reasonably determines that Intern has poor performance or efficiency, and there is no prospect of improvement.
 - Intern has poor attitude in work, such as being absent from work more than three times without permission.
 - Intern is unable to handle his/her duties due to a physical or mental illness.
 - Intern causes damage to Company or damages the reputation of Company due to his/her gross negligence or willful misconduct.
 - Intern is hired using illegal or fraudulent methods such as false statements of academic background or career.
 - 6) Intern is convicted of a criminal offense; or
 - 7) There is any other unavoidable reason equivalent to the above.
- 7. Taxes. You shall be solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities. You acknowledge that the Company will not deduct such taxes from any payments to you. Also, you acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation. The compensation set forth in Section 3 includes taxes. If any

tax or levy is imposed on the Company under the applicable laws of India, you shall pay such tax or levy and indemnify the Company for any claim for such tax or levy demanded.

- 8. Proprietary Rights and Goodwill. You acknowledge and agree that all know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files, trade secrets and any materials or Intellectual Property (as defined below) made or developed by you or by the Company (collectively, "Proprietary Information") are the property of the Company and shall not be used by you in any way adverse to the Company's interests. You shall not deliver, reproduce or in any way allow such Proprietary Information to be delivered or used by any third party without the specific direction or consent of the Company. You hereby assign to the Company any rights that you may have in any such Proprietary Information. At the Company's request, you shall return to the Company all of its material property in your possession, including any Proprietary Information. You shall also have no right or interest in the goodwill of the Company arising from its dealings with clients and affiliates. This clause will survive any expiration or termination of this Agreement.
 - 9. For the purposes of this Agreement, "Intellectual Property" shall mean all domestic and foreign patents, patent applications, trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, Internet domain names and universal resource locators, trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, client lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, maskworks, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collectors and other proprietary information or material of any type, whether written or unwritten (and all

goodwill associated with, and all derivatives, improvements and refinements of, any of the foregoing).

- 10. Indemnification. You shall abide by all applicable laws, and personally attend to any legal problems encountered or incurred as an intern. If you fail to comply with any applicable laws or regulations, such as the use of illegal software in performing your duties or assignments, and cause damage to the Company, you shall indemnify the Company for all legal liability.
- II. No Disparagement or Misappropriation. At no time following the Effective Date shall you (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the Company or any of its affiliates or (ii) commit any other action that could likely injure, hinder or interfere with the business relationships or Company Goodwill of the Company or its affiliates.
- 12. No Conflicting Obligations. By execution of this letter, you represent and warrant that your performance of this letter does not and will not breach any agreement you have entered into, or will enter into, with any other party. You agree not to enter into any written or oral agreement that conflicts with this letter.
- agreements, representations or promises of any kind, whether written, oral, express or implied between the parties hereto with respect to its subject matter. Likewise, this letter will constitute the full, complete and exclusive agreement between you and the Company with respect to its subject matter. This Agreement may only be changed by a writing, signed by you and an authorized representative of the Company.
- 14. <u>Severability</u>. If any term of this letter is held to be invalid, void or unenforceable, the remainder of the terms herein will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternative way to achieve the same result.
 - 15. Dispute Resolution and Venue. In the event a dispute arises

between the parties with regard to the rights or duties created by this agreement, or in the event of a breach of this agreement by either party, the parties agree to first meet and confer in a good faith effort to resolve the dispute. If the parties fail to amicably resolve the dispute, it shall be submitted to the exclusive jurisdiction of Seoul Central District Court as the trial court

To confirm your agreement with and acceptance of these terms, please sign one copy of this letter and return it to me. The other copy is for your records

We look forward to you joining our team!

Sincerely

(Company)

Agreed and accepted as of the date written above

Vulsjain (Vulsi Jain)
(Intern) 4-8-2021